

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF PUBLIC UTILITIES, OR DESIGNEE, TO EXECUTE A FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO, WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$3,700,214 FOR A DRINKING WATER SYSTEM INFRASTRUCTURE AND SUSTAINABILITY PROGRAM GRANT TO REPLACE DETERIORATED POLYETHELENE PIPES IN THE CITY OF FRESNO'S WATER DISTRIBUTION SYSTEM

WHEREAS, the City of Fresno (City) is a unit of local government with public water supply delivery authority within the western United States; and

WHEREAS, the United States Environmental Protection Agency (EPA) issued a funding opportunity under the Drinking Water System Infrastructure Resilience and Sustainability Program; and

WHEREAS, Department of Public Utilities (DPU) has identified failing potable water service lateral lines throughout the City requiring the replacement of deteriorating polyethylene piping with durable copper piping; and

WHEREAS, these potable water lines are needed to provide drinking water resources to City residents; and

WHEREAS, DPU submitted an application seeking funding through the Drinking Water System Infrastructure Resilience and Sustainability Program to fund the replacement of deteriorated polyethylene pipes in the City's water distribution system (Project); and

1 of 3

Date Adopted:
Date Approved:
Effective Date:

City Attorney Approval: 

610846v1

Resolution No.

WHEREAS, on October 3, 2025, the EPA issued a Notice of Award, awarding the City \$3,700,214 toward the Project; and

WHEREAS, it is in the interest of the City to accept the grant funds and authorize the Director of Public Utilities to execute the funding agreement with the EPA, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City as follows:

1. The Director of Public Utilities is hereby authorized to enter into the financial assistance agreement with the Environmental Protection Agency (EPA), attached hereto as Exhibit A, subject to approval as to form by the City Attorney's Office, for the Polyethylene Pipe Replacement Project, for and on behalf of the City.

2. The Director of Public Utilities is authorized to enter into any amendments to the financial assistance agreement, subject to approval as to form by the City Attorney's Office.

3. The Director of Public Utilities is authorized to work with the EPA to meet established deadlines for the administration of the grant agreement.

4. Subject to the foregoing provisions, the City certifies it has legal authority to participate in the grant program with the EPA.

5. Nothing in this Resolution binds or obligates the City's general fund, taxing authority, or borrowing power.

6. This resolution shall be effective upon final approval.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, AMY K. ALLER, Interim City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____ 2026.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2026
Mayor Approval/No Return: _____, 2026
Mayor Veto: _____, 2026
Council Override Vote: _____, 2026

AMY K. ALLER
Interim City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

Attachment: Exhibit A - Funding Agreement

EXHIBIT A

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 97T39701 MODIFICATION NUMBER: 0 PROGRAM CODE: M3	DATE OF AWARD 09/30/2025
		TYPE OF ACTION: New	MAILING DATE 10/03/2025
		PAYMENT METHOD: ASAP	ACH# 90512
		RECIPIENT TYPE: Municipal	
RECIPIENT: Fresno, City of 2600 FRESNO STREET FRESNO, CA 93721-3620 EIN: 94-6000338		PAYEE: Fresno, City of 2600 FRESNO STREET FRESNO, CA 93721-3620	
PROJECT MANAGER Chad Colby Department of Public Utilities - Water Division 1910 E. University Avenue Fresno, CA 93702 Email: Chad.Colby@fresno.gov Phone: 559-621-5315		EPA PROJECT OFFICER Daria Evans-Walker 75 Hawthorne Street, WTR-3-1 San Francisco, CA 94105 Email: evans-walker.daria@epa.gov Phone: 415-972-3451	
		EPA GRANT SPECIALIST Janelle Freeman Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: Freeman.Janelle@epa.gov Phone: 415-972-3399	
PROJECT TITLE AND DESCRIPTION Drinking Water System Infrastructure Resilience and Sustainability This agreement provides funding to City of Fresno to increase drinking water system resilience to natural hazards. The agreement provides full federal funding in the amount of \$3,700,214. See general terms and conditions. The activities include planning, design, construction of copper piping to replace deteriorated polyethylene pipes in the City's drinking water distribution system. The anticipated deliverables include approximately 891 service lines (or approximately 20,025 linear feet) of failing polyethylene pipes replaced with copper pipes; more timely supply line replacements; increased resiliency to natural hazards; increased drought awareness; and pipe cost savings. The expected outcomes include water savings of approximately 58.5 acrefeet at project completion; improved system water supply and water environment. The intended beneficiaries include residents of the City of Fresno. No subawards are included in this assistance agreement.			
BUDGET PERIOD 10/01/2025 - 12/31/2029	PROJECT PERIOD 10/01/2025 - 12/31/2029	TOTAL BUDGET PERIOD COST \$ 3,791,044.00	TOTAL PROJECT PERIOD COST \$ 3,791,044.00
NOTICE OF AWARD Based on your Application dated 11/06/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 3,700,214.00. EPA agrees to cost-share 97.60% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 3,700,214.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Water Division, WTR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Ellen Blake - Acting Grants Management Officer			DATE 09/30/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 3,700,214	\$ 3,700,214
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 90,830	\$ 90,830
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 3,791,044	\$ 3,791,044

Assistance Program	Statutory Authority	Regulatory Authority
66.448 - Drinking Water System Infrastructure Resilience and Sustainability Program - SDWA 1459A(l)	Safe Drinking Water Act: Sec. 1459A(l)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2509W41009	24	E4C	09L2	000BM3	4104	-	-	\$ 3,700,214
									\$ 3,700,214

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 65,383
2. Fringe Benefits	\$ 25,447
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 3,698,214
8. Other	\$ 2,000
9. Total Direct Charges	\$ 3,791,044
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>2.40</u> % Federal <u>97.60</u> %)	\$ 3,791,044
12. Total Approved Assistance Amount	\$ 3,700,214
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 3,700,214
15. Total EPA Amount Awarded To Date	\$ 3,700,214

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. ***State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.***

C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

Drinking Water System Infrastructure Resiliency and Sustainability Grant Program Terms and Conditions

a.] PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient must relate financial data and project or program accomplishments to the performance goals and objectives of the EPA award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period (for example, comparing costs to units of accomplishment); 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Reporting must provide a comprehensive review of the underserved, small and disadvantaged communities receiving assistance; a description of the natural hazard risk(s) addressed by the project; the type of assistance provided/activities performed; the breakdown and discussion of expenditures during the reporting cycle; a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies; and a statement of activity anticipated during the subsequent reporting period. The recipient will coordinate with the appropriate EPA regional office on reporting elements after the application has been approved for award. The report shall also include any changes of key personnel concerned with the project.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports – Frequency

The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every three- or six-month period). The reporting periods are January 1 through June 30 and July 1 through December 31.

b.] CYBERSECURITY CONDITION

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled

connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

c.] COMPETENCY POLICY

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.](#)

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

d.] SIGNAGE REQUIRED

Signage Required Term and Condition (Non-BIL and IRA)

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public

Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient or subrecipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

e.] LEVERAGING

Leveraging: The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated November 6, 2023. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated November 6, 2023 EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

Voluntary Cost Share or Overmatch

This award and the resulting federal funding of \$90,830 is based on estimated costs requested in the recipient's application dated November 6, 2023. Included in these costs is a voluntary cost share contribution of \$90,830 by the recipient in the form of a voluntary cost share or overmatch (providing more than any minimum required cost share) that the recipient included in its proposal dated November 6, 2023. The recipient must provide this voluntary cost share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may

differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost share or overmatch the recipient described in its proposal dated November 6, 2023. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

f.] QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#),

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).

- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

g.] USE OF LOGOS

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Fresno received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

****END-OF-DOCUMENT****